



## EXECUTIVE OFFICE OF ELDER AFFAIRS

Assisted Living Certification Unit

[www.mass.gov/elder](http://www.mass.gov/elder)

Assisted Living Residence (ALR): \_\_\_\_\_

### **Residency Agreement Informational Cover Sheet:** (651 CMR 12.08(4))

Initialing the box next to each section header confirms that the Resident or legal representative has read each statement listed on this form and has been given the opportunity to ask questions.

**CARE:** ☐

- \_\_\_ An Assisted Living Residence (ALR) is not a nursing home.
- \_\_\_ Nurses are not required to be on duty and in the building 24 hours per day/7 days per week. Inquire with the ALR how often and when nurses are in the building.
- \_\_\_ Residents cannot receive skilled nursing care from ALR employees. Ask about the available option for a certified home health agency or hospice services.
- \_\_\_ You may be required to provide and pay for additional private care if the ALR determines that your care needs exceed the level of care available at the ALR.

**RESIDENCY:** ☐

- \_\_\_ A signed residency agreement is a contract between you and the ALR; read it carefully before signing. **Note:** If additional services are subsequently required, your monthly costs may increase.
- \_\_\_ Eviction from an ALR must comply with the provisions of landlord/tenant law, M.G.L. c. 186 or c. 239, and include all notices required by law.
- \_\_\_ The ALR cannot prevent you from returning to the ALR after a hospital or rehab stay; however, if your care needs exceed the ALR's capacity for services you may be required to hire private care staff to meet your care needs.
- \_\_\_ Your residency agreement may allow the ALR to terminate your residency if it determines that you are no longer suitable to live there; if this is the case, the Residence must provide a \_\_\_ day notice prior to requiring you to leave.
- \_\_\_ Signing a residency agreement that includes an arbitration clause or signing a separate arbitration agreement may prohibit use of the court system to resolve disputes and instead require you to present your case to an arbitrator.

**COST:**

- \_\_\_ You should assess your finances to determine how long you can afford to stay at the ALR before making a commitment.
- \_\_\_ If you deplete your assets (run out of money) and are unable to afford the cost of the ALR in the future, the ALR may require you to move.
- \_\_\_ The ALR can update the monthly fees with \_\_\_ days prior notice to you.
- \_\_\_ Your service plan can change based on the ALR's reassessment of your needs. Changes to your service plan may alter your monthly costs.
- \_\_\_ If you fail to provide notice of termination of Residency in accordance with the terms of the Residency Agreement, you may incur additional charges.

**RESIDENT RIGHTS**

- \_\_\_ Residents may file a complaint at any time with the Assisted Living Residence Ombudsman or the Assisted Living Residence Certification Unit at Executive Office of Elder Affairs by calling (617) 727-7750 or 1-800-AGE-INFO (1-800-243-4636).

**Required Signatures**

\_\_\_\_\_ Date: \_\_\_\_\_

**Resident or Legal Representative**

\_\_\_\_\_ Date: \_\_\_\_\_

**ALR Witness: Name and Position**

**A copy of this form should be provided to both parties after signing.  
The ALRs copy should be maintained in the Resident record.**